

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Sean Crawford Debtor Anne Crawford Co-Debtor SN Servicing Corporation as servicer for U.S. Bank Trust National Association, as Trustee of Dwelling Series IV Trust v. Sean Crawford Anne Crawford Kenneth E. West Respondents	CASE NO.: 23-10866-pmm CHAPTER 13 Judge: Patricia M. Mayer Hearing Date: May 9, 2024 at 11:00AM Objection Deadline: April 29, 2024
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**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY AND CO-DEBTOR STAY**

SN Servicing Corporation as servicer for U.S. Bank Trust National Association, as Trustee of Dwelling Series IV Trust (on behalf of itself and together with any successor and/or assign, “Movant”) hereby moves this Court for an Order (i) pursuant to 11 U.S.C. § 362 (d)(1); vacating the automatic stay to permit Movant, its successors and/or assigns, to enforce its mortgage on the Debtor’s premises located at 1320 72nd Avenue, Philadelphia, PA 19126; vacating the co-debtor stay in effect pursuant to 11 U.S.C. § 1301(a) and (ii) for such other and further relief as is just and proper. In support of this Motion, Movant respectfully states:

1. Movant is the holder of a Note executed by, Debtor, Sean Crawford dated June 23, 2006, the debtor promised to repay \$153,000.00 plus interest to Lighthouse Mortgage Service Company, Inc. (the “Original Lender”). To secure the repayment of the Note, Sean Crawford and Anne Crawford, son and mother executed a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Lighthouse Mortgage Service Company, Inc., encumbering the Property commonly known as 1320 72nd Avenue, Philadelphia, PA 19126, which Mortgage was recorded in the Official records of Philadelphia County (hereinafter “Mortgage”). Debtor entered into a Loan Modification Agreement, made effective June 1, 2014, which created a new principal balance of \$190,826.12. Other than liens with statutory priority, Movant’s mortgage is in first lien position. The Mortgage was ultimately assigned to Movant by an Assignment of Mortgage. A copy of the Note, Mortgage, Loan Modification Agreement, and Assignments of Mortgage are attached hereto as **Exhibit A**.

2. The Petition under Chapter 13 of the United States Bankruptcy Code was filed by the Debtor Sean Crawford on March 27, 2023.

3. This Court has jurisdiction over this case and this motion pursuant to 28 U.S.C. §§ 157 and 1334.

4. Venue of this case and this motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. Debtor has failed to make current mortgage payments due under the terms of the Loan. As a result, the Loan remains post-petition due for January 1, 2024, and each subsequent payment thereafter.

6. Pursuant to 11 U.S.C. § 362(d)(1), the court shall enter an order granting a secured creditor relief from the automatic stay for cause “including the lack of adequate protection of an

interest in property of such party and interest.”

7. Specifically, courts have found cause for the granting of relief from an automatic stay where the debtor has failed to make post-petition mortgage payments as they become due. *In Re Taylor*, 151 B.R. 646, 648 (Bankr. E.D.N.Y. 1993).

8. Co-Debtor, Anne Crawford, maintains an interest in the property as the co-debtor uses the property as their primary residence.

9. Movant will be irreparably injured by continuation of the co-debtor stay imposed under 11 U.S.C. § 1301(a) absent payments from the Debtor and/or Co-Debtor. As such, the co-debtor stay should be lifted pursuant to 11 U.S.C. § 1301(c)(3), and Movant should be permitted to proceed against the Co-Debtor.

10. Accordingly, grounds exist to vacate the stay in Debtor’s case and Movant therefore requests that the co-debtor stay imposed under 11 U.S.C. § 1301(a) of the Bankruptcy Code be modified and terminated for cause to permit Movant to pursue its rights against the Co-Debtor under the Mortgage and applicable law, including without limitation, the commencement and consummation of a foreclosure action and/or eviction proceeding.

11. Movant respectfully requests reasonable attorney fees in the amount of \$1,050.00 and costs in the amount of \$199.00.

WHEREFORE, Movant respectfully requests an Order of this Court vacating the automatic stay and for such other, further and additional relief as to this Court may deem just, proper and equitable.

Dated: April 12, 2024

By: /s/ Lauren Moyer

Lauren Moyer, Esq.

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